

Name of Municipality:	<u>Village of Brookfield</u>	Reporting Fiscal Year:	2015
County:	<u>Cook</u>	Fiscal Year End:	12/31/2015
Unit Code:	016/070/32		

First Name:	Nicholas	Last Name:	Greifer
Address:	8820 Brookfield Ave	Title:	Director of Community & Economic Development
Telephone:	708-485-1113	City:	Brookfield
		Zip:	60513
Mobile		E-mail-required	ngreifer@brookfieldil.gov
Mobile Provider		Best way to contact	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Mobile <input type="checkbox"/> Mail

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of Brookfield is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

N. W. Greifen
Written signature of TIF Administrator

6/24/16
Date

FILL OUT ONE FOR EACH TIF DISTRICT

[illegible]

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

FY 2015

Name of Redevelopment Project Area:	Congress Park Redevelopment Project Area
Primary Use of Redevelopment Project Area*:	Retail and Other Commercial
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/>	Industrial Jobs Recovery Law <input type="checkbox"/>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	x	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		x
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		x
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D	x	
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		x
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	x	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	x	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H	x	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	x	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	x	
Cumulatively, have deposits from any source equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		x
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L	x	
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M	x	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2015

TIF NAME: Congress Park Redevelopment Project Area

Fund Balance at Beginning of Reporting Period

\$ 277,882

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other: Write off of escrow on closing of property, Transfer in from Ogden TIF for purchase of property	\$ 5,765	\$ 310,656	100%

*must be completed where current or prior year(s) have reported funds

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period

\$ 5,765

Cumulative Total Revenues/Cash Receipts

\$ 310,656 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

\$ 443

Distribution of Surplus

Total Expenditures/Disbursements

\$ 443

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS

\$ 5,322

FUND BALANCE, END OF REPORTING PERIOD*

\$ 283,204

* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3)

\$ 0

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

FY 2015

TIF NAME: Congress Park Redevelopment Project Area

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >\$10,000 SECTION 3.2 B MUST BE COMPLETED

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Audit Fees - Lauterbach & Amen - annual TIF report	168	
Consulting Fees - Kane, McKenna & Associates - TIF EAV and tax code research	188	
Consulting Fees - Kane, McKenna & Associates - review JRB	88	
		\$ 443
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		\$ -
3. Property assembly; property acquisition, building demolition, site preparation and environmental site improvement costs. Subsections (q)(2), (o)(2) and (o)(3)		
		\$ -
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
		\$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
		\$ -
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -

SECTION 3.2 A

PAGE 2

7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)

\$ -

8. Financing costs related to obligations issued by the municipality. Subsection (q) (6) and (o)(8)

\$ -

9. Approved taxing district's capital costs. Subsection (q)(7) and (o)(9)

\$ -

10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY

\$ -

11. Relocation costs. Subsection (q)(8) and (o)(10)

\$ -

12. Payments in lieu of taxes as defined in Subsections 11-74.43(m) and 11-74.6-10(k). Subsection (q)(9) and (o)(11)

\$ -

13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)

\$ -

SECTION 3.2 A		
PAGE 3		
14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 443

Section 3.2 B

FY 2015

TIF NAME: Congress Park Redevelopment Project Area

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

- x There were no vendors, including other municipal funds, paid in excess of \$10,000 during the current reporting period.**

[illegible]

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2015

TIF NAME: Congress Park Redevelopment Project Area

FUND BALANCE, END OF REPORTING PERIOD

\$ 283,204

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
NA		

Total Amount Designated for Obligations

\$ - \$ -

2. Description of Project Costs to be Paid

Reserve Fund Balance - Additional future Congress Park		\$ 283,204
TIF Redevelopment costs		

Total Amount Designated for Project Costs

\$ 283,204

TOTAL AMOUNT DESIGNATED

\$ 283,204

SURPLUS*/(DEFICIT)

\$ 0

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2015

TIF NAME: Congress Park Redevelopment Project Area

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

x No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2015

TIF NAME: Congress Park Redevelopment Project Area

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: x			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE

Private Investment Undertaken (See Instructions)			\$ -
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 2:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. *even though optional MUST be included as part of complete TIF report

SECTION 6

FY 2015

TIF NAME: Congress Park Redevelopment Project Area

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
2011	\$ 262,189	

List all overlapping tax districts in the redevelopment project area.

If overlapping taxing district received a surplus, list the surplus.

_____ The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

--

Optional Documents	Enclosed	
Legal description of redevelopment project area	Provided previously	
Map of District	provided previously	



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

May 18, 2016

Office of the Comptroller
Local Government Division
100 West Randolph, Suite 15-500
Chicago, IL 60601

RE: Village of Brookfield Congress Park Redevelopment Project Area

Please be informed that I, Kit P. Ketchmark, being the duly elected President of the Village of Brookfield, Illinois, do hereby certify that, to the best of my knowledge, the Village of Brookfield has, for the fiscal year ended December 31, 2015, complied with all the requirements of the Tax Increment Allocation Redevelopment Act as set forth in Section 11-74.4-3 of Chapter 24 of the Illinois Revised Statutes.

By: 

Kit P. Ketchmark, Village President

ATTEST:

By: 

Brigid Weber, Village Clerk

ATTACHMENT B

LAW OFFICES
STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

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June 23, 2016

THOMAS J. HALLERAN
ERIN C. TINAGLIA
ADAM R. DURKIN

JOSEPH G. KUSPER
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II

OF COUNSEL

IN REPLY REFER TO FILE NO.

Office of the Comptroller
Local Government Division
James R. Thompson Center
100 W. Randolph Street, Ste. 15-500
Chicago, Illinois 60601

BR-134

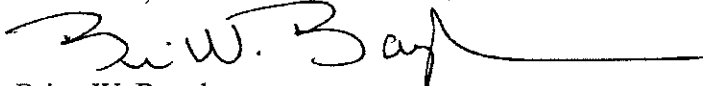
**RE: VILLAGE OF BROOKFIELD, ILLINOIS
TAX INCREMENT REDEVELOPMENT PROJECT AREA NO. 2
CONGRESS PARK TIF DISTRICT**

Dear Ladies and Gentlemen:

We do hereby certify that the law firm of Storino, Ramello & Durkin serves as Corporation Counsel for the Village of Brookfield, Illinois. We further state that to the best of our knowledge and belief, during the Fiscal Year ending December 31, 2015, the Village was in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4, *et al.* (State Bar Ed. 2014)] for the above TIF district; provided, no opinion is rendered regarding the timeliness of any reports filed by the Village pursuant to the Act.

This opinion is rendered solely for your information and no other parties shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned. This opinion is limited to the matters set forth herein and no opinion may be inferred or implied beyond that expressly stated.

STORINO, RAMELLO & DURKIN


Brian W. Baugh

BWB/dcs

604929.1

Attachment C

PRELIMINARY REDEVELOPMENT AGREEMENT

This PRELIMINARY REDEVELOPMENT AGREEMENT ("Agreement"), is made and entered into as of this 27th day of July 2015 (the "Effective Date"), by and between, the Village of Brookfield, an Illinois municipal corporation (the "Village"), and Troutman & Dams LLC, an Illinois limited liability company (the "Developer").

RECITALS

WHEREAS, the Village has undertaken a program for the redevelopment of certain property within the Village, pursuant to the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/1 1-74.4-1 *et seq.*, as amended (the "Act");

WHEREAS, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the Village created a Redevelopment Project Area commonly known as the "Ogden Avenue Tax Increment Financing District" and the "Congress Park Tax Increment Financing District" (the "Redevelopment Project Area") by ordinances (i) approving a Redevelopment Plan and Project (the "Redevelopment Plan"), (ii) designating a Redevelopment Project Area, and (iii) adopting Tax Increment Financing;

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to encourage private development that will enhance the local tax base and increase tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, all in the interest of the public health, safety and welfare of the Village and its inhabitants; and the Village and the Developer are authorized to enter into this Agreement pursuant to the Act and other applicable statutory and constitutional authority;

WHEREAS, certain real property located in the Village of Brookfield, Illinois, generally on or in the vicinity of the 9500 block of Ogden Avenue ("Site A") described in Exhibit "A" and the 8900 block of Ogden Avenue ("Site B") described in Exhibit "B" (collectively, the "Property") are within the Village of Brookfield Ogden Avenue and Congress Park Tax Increment Financing (TIF) Districts, and as such are priority areas for development;

WHEREAS, the Village is the owner of portions of Site A and Site B;

WHEREAS, the Village desires to solicit development proposals for the redevelopment of the Property;

WHEREAS, the Village desires to designate the Developer as its exclusive representative with respect to the redevelopment proposals for the Property, and Developer desires to accept such assignment, all subject to the terms and conditions of this Agreement; and

In consideration of the premises and the covenants, agreements and conditions set forth herein, the parties hereto agree as follows:

I. INCORPORATION OF RECITALS AND EXHIBITS.

The statements, representations, covenants and recitations set forth in the foregoing Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section I. The exhibits referred to in the Recitals and in this Agreement, which are attached to or incorporated into it by textual reference, are incorporated by reference into and made a part of this Agreement as though they were fully set forth in this Section I. The Village and the Developer acknowledge the accuracy and validity of those exhibits.

II. PROPERTY

Site A consists of certain properties on the 9500 block of Ogden Avenue, as depicted in Exhibit A. The Village owns certain parcels on the northeastern corner of the Ogden/Blanchan intersection. The properties are located in the Ogden Avenue and Congress Park TIF Districts.

Site B consists of certain properties on the 8900 block of Ogden Avenue, as depicted in Exhibit B. The Village owns alleyways on the northeastern corner of the Ogden/Vernon intersection. The properties are located in the Ogden Avenue TIF District.

Those portions of Site A and Site B owned by the Village are sometimes referred to herein as the "**Village Property.**"

III. APPOINTMENT AND ACCEPTANCE AS DEVELOPER

The Village hereby appoints the Developer, and the Developer hereby accepts appointment, as the Village's exclusive representative for all proposals for the redevelopment of the Property in accordance with and subject to the terms and conditions hereof.

IV. DEVELOPER SCOPE OF SERVICES

A. Developer Scope of Services

The Developer shall provide the following scope of services with respect to proposed redevelopment of the Property:

1) Act as the exclusive developer representing the Village in regards to proposed redevelopment activities at Site A and/or Site B, for the term of this Agreement provided, however, that no conveyance, lease, mortgage, or other disposition of the Village Property or agreement relating to the development of the Village Property shall be made without providing reasonable opportunity for any person to submit alternative proposals or bids and making public disclosure of the terms of the disposition and all bids and proposals made in response to the Village's request for alternate bids and proposals ("**Preliminary Redevelopment Activities**"). **Such Preliminary Redevelopment Activities are separate and distinct from subsequent redevelopment activities that would result in the acquisition, construction and/or occupancy of retail and/or commercial**

structures with respect to all or any portion of the Property, which such subsequent redevelopment activities would be the subject of one or more separate redevelopment agreements, and shall be outside the scope of this Agreement.

2) Plan and administer required activities related to proposed redevelopment of Site A and/or Site B, subject at all times to the approval of the Village, including, but not limited to, the following:

(a) The Developer, at its sole cost, shall have the right, but not the obligation, to construct a sign on the Village Property located within Site A and on the Village Property located within Site B, each not exceeding four (4) feet by six (6) feet with the intent of attracting interest in the potential acquisition, leasing and/or redevelopment for commercial purposes of all or any portion of the Property by qualified purchasers, tenants or other end users (collectively, "**Potential Users**"). Each sign shall also be designed to attract comment to the Village from the community on the proposed redevelopment of the Property.

(b) The text of the sign shall reads as follows:

"Future Site for a [define type of user]"

Those interested in our plans or investment contact:

James R. Troutman or Eric G. Dams
Troutman & Dams LLC
1-312-xxx-xxx"

(c) The Developer, at its sole cost, shall have the right, but not the obligation, to run advertisements consistent with the Village's redevelopment objectives for the Property as contained herein in print media, such as, but not limited to, *Crain's Chicago Business* and the *Chicago Tribune*. The Developer may also generate marketing efforts on commercial internet sites and such other outlets as it deems appropriate. The Developer shall deliver advanced copies of all such marketing materials to the Village at least five (5) business days before the publication deadline for each such marketing material. The Village shall have not less than three (3) business days to propose revisions to the text of any such marketing material and provide a copy of the revised marketing material to the Developer. The Developer shall either incorporate such proposed revisions into such marketing material or shall elect not to publish such marketing material.

(d) In the event any Potential User makes contact with the Village with respect to the potential acquisition or redevelopment of all or any portion of the Property, the Village shall direct such Potential User to contact the Developer with respect to such acquisition or redevelopment.

(e) Each of the Developer and the Village shall maintain a reasonably complete log in a consistent form of all contacts made by Potential Users regarding the potential acquisition or redevelopment of the Property. The Developer and the Village shall share all such information collected on a weekly basis.

3) Diligently pursue development proposals with Potential Users identified by or to Developer, consistent with the Redevelopment Plan of the Village of Brookfield Ogden Avenue and Congress Park TIF Districts, the TIF Act and in accordance with the terms and conditions set forth herein; provided, however, that the Village shall be entitled to commence, conduct and/or terminate negotiations, or such portions thereof, as it elects in its sole and absolute discretion, with respect to the sale and redevelopment of any Village Property located within Site A and/or Site B. It is acknowledged that the Developer may pursue redevelopment proposals for Site A and/or Site B as well as adjacent parcels, in order to attract economically beneficial proposals that would benefit the Ogden Avenue and Congress Park TIF District.

The Developer agrees to keep the Village fully and timely apprised of the status of all such proposals. All draft and final sales and redevelopment contracts, including exhibits, if any, with respect to all or any portion of the Village Property shall be approved by the Village, in its sole discretion. Developer shall not have the authority to execute any contracts for the sale and redevelopment of the Village Property, or any other document which is binding on Village, without the prior written consent of the Village. Notwithstanding anything contained herein to the contrary, the Village hereby reserves the right to accept, modify or reject any offer to sell the Village Property or to redevelop the Village Property if any of the terms or conditions of said proposals with respect to the Village Property are not satisfactory to Village for any reason.

4) Cooperating in a commercially reasonable manner with the Village and the Village's legal counsel in connection with the preparation of all contracts, any modifications thereof or amendments thereto by the Village with respect to the Village Property.

5) In connection with any development proposal that proposes a TIF incentive or conveyance of Village Property, the Developer shall complete a sworn Incentive Information Return ("Incentive Return") on a form provided by the Village to assist the Village in administering this Agreement and the Redevelopment Project Area. The Developer shall submit the Incentive Return prior to any conveyance of the Redevelopment Property to the Developer. The Incentive Return shall contain information as required and necessary for the Village to carry out the objectives of this Agreement, the Redevelopment Plan, and the Act.

The Developer shall furnish the information when that information is reasonably required by the Village for the administration of the Redevelopment Project Area, its administration of the Redevelopment Plan, its obligations relating to Ogden Avenue and Congress Park TIF Districts or its obligations under this Agreement, its obligations under any statute, law, ordinance, resolution, rule, regulation or other legal requirement, to assure the Developer's material compliance with any statute, law, ordinance, resolution, rule, regulation or other legal requirement, and/or to assure the Developer's obligations under this Agreement. The Developer shall provide such information to the Village within a reasonable time after the Village's written request for such information. All information required to be disclosed shall be subject to "continuing disclosure," and such continuing disclosure shall be made to the Village. The Developer's continuing disclosure obligation shall only be applicable in such instances where the Developer or the Village becomes aware of any fact or circumstance that would materially change the information previously provided by the Developer hereunder or if inaccurate or erroneous information was inadvertently previously provided by the

Developer

B. Additional Agreements.

The Developer hereby further agrees as follows:

1) To the extent arising in connection with the Developer's performance of any Preliminary Redevelopment Activities, the Developer will be liable for its negligence or willful misconduct and the negligence or willful misconduct of its employees or sales agents and hereby agrees to indemnify and hold harmless Village and its successors, assigns, agents and employees from any and all claims and damages resulting from any such negligence or willful misconduct.

2) The Developer will submit to Village or Village's legal counsel in advance of any publication or other use, copies of any and all signage, advertisements, brochures or other materials prepared in connection with the Developer's performance of any Preliminary Redevelopment Activities, all to the extent required under Section III.A.2 hereof, and shall not use or distribute any such signage, advertisements, brochures or other materials in connection with the Developer's performance of any Preliminary Redevelopment Activities unless and until it has been so approved in writing by Village. The Developer shall make no representations with respect to the Village Property other than those specifically approved in writing by Village.

3) The Developer will comply with all laws, statutes, ordinances, codes, rules, regulations, orders, decrees or directives in any way applicable to the Developer's activities hereunder or pursuant hereto and hereby agrees to indemnify and hold harmless Village and its successors, assigns, agents and employees from and against all liabilities or damages, to the extent arising as a result of any breach or alleged breach of any of the foregoing.

V. TERM AND TERMINATION

A. Term and Expiration Date

This Agreement shall commence on the Effective Date and shall continue for a term of twelve (12) months thereafter (the "**Expiration Date**") provided, however, that it may be terminated earlier as provided for herein or extended by written approval of both parties.

B. Termination for Cause by Developer

Upon the occurrence of any of the following, the Developer may terminate this Agreement prior to the Expiration Date upon five (5) days prior written notice to Village:

1) If Village shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement, and such failure shall continue for a period of thirty (30) days following written notice thereof by the Developer to the Village; or

2) If Village takes any action or refuses to take any action with the result that the Developer in its good faith judgment believes it could be subjected to disciplinary action with

respect to its real estate license.

C. Termination for Cause by Village.

Upon the occurrence of any of the following, Village may terminate this Agreement prior to the Expiration Date upon five (5) days prior written notice to the Developer:

- 1) If the Developer shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement, and such failure shall continue for a period of thirty (30) days following written notice thereof by the Village to the Developer; or
- 2) If the Developer's real estate license has been suspended or revoked during the Term of this Agreement; or
- 3) Proceedings under any bankruptcy or insolvency law are commenced by the Developer or a general assignment for the benefit of creditors is made by said party, or involuntary proceedings under any bankruptcy or insolvency law are commenced against the Developer, and are not dismissed or stayed within thirty (30) days after the filing thereof, or a trustee or receiver of all or substantially all of the Property of said party, is appointed, or the Developer is adjudged a bankrupt; or
- 4) Fraud, misrepresentation or breach of trust by the Developer, its employees or sales agents in connection with the performance of the Developer's obligations under this Agreement.

D. Termination for Convenience

Each of the Village and the Developer, at any time after the Effective Date of this Agreement, shall have the right to terminate this Agreement, without cause and at the sole and absolute discretion of such party, upon sixty (60) days' prior written notice to the other party.

E. Rights Cumulative

The rights of termination specifically provided herein shall be considered to be cumulative and shall be in addition to the rights of termination for breach of the Agreement, or otherwise inuring to the parties by operation of law.

VI. COSTS AND EXPENSES

The Developer shall bear the cost of development, preparation and printing or duplication of all marketing materials and the costs of distribution thereof in connection with the Developer's performance of the Preliminary Redevelopment Activities.

VII. COMPENSATION OF DEVELOPER

The Developer shall not receive any financial compensation for Preliminary Redevelopment Activities pursuant to this Agreement. However, as the exclusive developer of Site A and Site B

subject to the provisions of and for the term of this Agreement, if the Developer procures a development proposal for which a separate Redevelopment Agreement is approved by the corporate authorities of the Village, the Developer shall be entitled to the compensation to be provided in the Redevelopment Agreement.

VIII. PROHIBITED CONDUCT

IT IS ILLEGAL FOR THE VILLAGE OR DEVELOPER TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE, SEX, ANCESTRY, PHYSICAL DISABILITY, MARITAL OR FAMILIAL STATUS, SOURCE OF INCOME, OR SEXUAL ORIENTATION; AND BOTH AGREE TO FOLLOW ALL LOCAL, STATE, AND FEDERAL FAIR HOUSING LAWS.

IX. INDEMNIFICATION AND INSURANCE

A. Developer's Indemnity

Except as otherwise provided below, the Developer shall defend, hold harmless and indemnify the Village from and against any and all claims (including, but not limited to, claims for damages or injuries to persons or property), demands, liability, loss, or damage, and any and all cost or expense related thereto (including reasonable attorneys' fees), in connection with the Developer's performance of the Preliminary Redevelopment Activities under this Agreement; provided, however, the Developer shall not be obligated to provide the foregoing indemnity with respect to any matter to the extent arising from Village's negligence, willful acts or discriminatory practices or acts. The foregoing provisions of this Section shall survive the termination of the Agreement.

B. Developer's Insurance

The Developer shall maintain, at its sole expense commercial general liability insurance, business auto liability insurance and workers' compensation coverage throughout the term of this Agreement. The company with which the insurance is placed shall be given a minimum Policyholder Rating of B and a Financial Category Rating of Class VII by the A.M. Best Company.

1) *Minimum Scope of Insurance.* Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured.

(b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

2) *Minimum Limits of Insurance.* The Developer shall maintain limits no less than the following:

(a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

3) *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or the Developer shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

4) *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverages.

(1) The Village, its officials, agents, employees and volunteers are to be covered as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

(2) The Developer's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Developer's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

(4) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Developer shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.

(5) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(b) Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Developer.

(c) All Coverages. Each insurance policy required by this clause shall be

endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

5) *Verification of Coverage.* The Developer shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The Village reserves the right to request full, certified copies of the insurance policies and endorsements.

X. CONFIDENTIALITY

To the extent permitted by law, the Developer and its employees and/or sales agents ("**Restricted Parties**") shall not, after the termination or expiration of this Agreement, for any reason use or disclose any written documentation or information delivered to Developer by the Village pursuant to this Agreement that would not otherwise be available to any member of the public, after proper application, under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

XI. DEVELOPER COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Developer covenants, represents and warrants as of the date hereof that:

- A. The Developer is an Illinois limited liability company in good standing.
- B. The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- C. The execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action and does not and will not violate any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;
- D. The Developer is able to pay its debts as they mature;
- E. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;
- F. The Developer has and shall from time to time obtain and maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business; and the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the

borrowing of money to which the Developer is a party or by which the Developer is bound which would adversely affect its ability to perform under this Agreement.

G. All warranties, representations, covenants and agreements of the Developer contained in this Section and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect until termination of this Agreement.

XI. BOOKS AND RECORDS

The Developer shall maintain adequate books and records concerning the redevelopment of the Property and this Agreement. The books and records shall be maintained by the Developer in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Developer shall be available for review, copying and audit by an authorized representative of the Village. The Developer shall cooperate fully with any audit conducted by Village, shall provide full access to all relevant materials and shall provide adequate and appropriate workspace, in order for the Village to conduct any audit in compliance with this section. The Developer shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Developer to maintain the books, records and supporting documents required by this section or the failure by the Developer to provide full access to and copying of all relevant books and records within a time period which allows the Village to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Property. The obligations imposed by this section shall survive the termination of the other obligations imposed by this Agreement.

XII. CONFLICT OF INTEREST DISCLOSURE

Pursuant to Section 5/11-74-4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village or of any Village commission or committee exercising authority over the Property, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the Village, in connection with the planning and preparation of the Redevelopment Plan or the Property, owns or controls, has owned, controlled or will own or control any interest in the Developer or the Property.

XIII. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Developer's non-compliance with the provisions of this Equal

Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Developer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Developer agrees as follows:

A. That the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if the Developer hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which Developer may reasonably recruit; and Developer will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by Developer or on the Developer's behalf, the Developer will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That the Developer will send to each labor organization or representative of workers with which the Developer has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Developer's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Developer in the Developer's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, Developer will promptly notify the Illinois Department of Human Rights, and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That the Developer will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

F. That the Developer will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

G. That the Developer will include verbatim or by reference, the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Developer will be liable for compliance with applicable provisions of this clause by subcontractors; and, further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Developer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

XIV. PROHIBITION OF SEGREGATED FACILITIES

The Developer will not maintain or provide for its employees any segregated facilities at any of its establishments and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Developer shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that Developer will retain such certifications in its files.

XV. SEXUAL HARASSMENT POLICY

The Developer has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

XVI. CERTIFICATIONS

The Developer shall submit to the Village the Certification attached hereto as Exhibit "C" signed by its manager before a notary public.

XVII. NO JOINT VENTURE CREATED

Nothing in this Agreement or any acts of the Village or the Developer shall be construed by either party or any third person to create the relationship of a partnership, agency, or joint venture between or among the Village or the Developer or any third party beneficiary.

XVIII. AMENDMENTS

This Agreement may be amended only by the mutual written consent of Village and Developer.

XIX. NOTICES AND CONSENTS

Whenever referred to in this Agreement, any communications, consents, approvals or notices between Village and Developer shall be construed to mean any written communications or notices given by the duly authorized representative of Village or Developer. Any such notice shall be considered as given upon personal delivery, the date one (1) business day after deposit with a nationally recognized overnight courier service for overnight delivery, or the date three (3) business days after mailing by certified or registered mail to the following address:

To Village: Village of Brookfield
8820 Brookfield Avenue
Brookfield, IL 60513
Attn: Keith Sbiral, Village Manager

With copy to: Richard J. Ramello
Storino, Ramello & Durkin
9501 W. Devon Ave., Suite 800
Rosemont, IL 60018

To Developer: Troutman & Dams, LLC
118 S. Clinton Street, Suite 300
Chicago, Illinois 60661
Attn: Manager

XX. SEVERABILITY

If any term, covenant or condition hereof, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remainder hereof or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby; and each remaining term, covenant or condition hereof shall be valid and shall be enforced to the fullest extent provided by law.

XXI. ASSIGNABILITY

This Agreement involves the rendition of personal services by Developer and, therefore, neither this Agreement nor any interest herein may be assigned or transferred by Developer without the prior written consent of Village, which consent may be withheld, conditioned or delayed in the sole and absolute discretion of Village. Village may assign this Agreement without permission of Developer, provided that such assignee assumes all obligations of the Village hereunder, and upon such assumption, Village shall be fully released from any and all obligations and liabilities hereunder first arising after the date of such assignment.

XXII. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The venue for any action under or resulting from this Agreement shall be in the Circuit Court of Cook County, Illinois.

XXIII. WAIVER & REMEDIES

The failure of Village or Developer to insist on the strict performance of any of the terms or conditions hereof or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition or right, remedy or election, but the same shall continue and remain in full force and effect. All rights or remedies of Developer and Village specified herein and any and all other rights or remedies which Village and Developer may have at law, in equity or otherwise, upon the breach by the other party hereto of any term or condition hereof, shall be distinct, separate and cumulative rights or remedies; and no one of them, whether or not exercised by Village or Developer, shall be deemed to be an exclusion of any other right or remedy, as the case may be, unless expressly provided herein.

XXIV. ENTIRE AGREEMENT

This Agreement (and all exhibits and recitals hereto, which are hereby incorporated by reference) constitute the entire agreement and understanding of the parties hereto, and each of them, with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, discussions and understandings relating to the subject matter hereof.

XXV. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

XXVI. NO ADVANCES BY DEVELOPER

Developer shall have no obligation whatsoever to advance funds to or for the benefit of Village except as expressly referred to in this Agreement.

XXVII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

XXVIII. LIMITATIONS ON FEES

Developer shall not be entitled to fees, commissions, reimbursements or other payments other than those specifically provided for herein.

XXIX. PREVAILING PARTY EXPENSES

In the event of any dispute or litigation between the parties concerning any claims or causes arising under or relating to this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, witness fees and expert fees, incurred in connection with such dispute or litigation.

IN WITNESS WHEREOF, the Developer and the Village have set their respective hands, or caused the execution hereof by duly authorized and empowered officers or partners, as of the Effective Date.

OWNER:

VILLAGE OF BROOKFIELD,
An Illinois municipal corporation

By: 

Name: Kit P. Ketchmark, Village President

Attest:

By: 

Name: Catherine Colgrass-Edwards,
Village Clerk

DEVELOPER:

TROUTMAN & DAMS LLC, an Illinois
limited liability company

By: 

Name: James R. Troutman, Manager

Attest:

By: 

Name: Eric G. Dams, Manager

EXHIBIT A

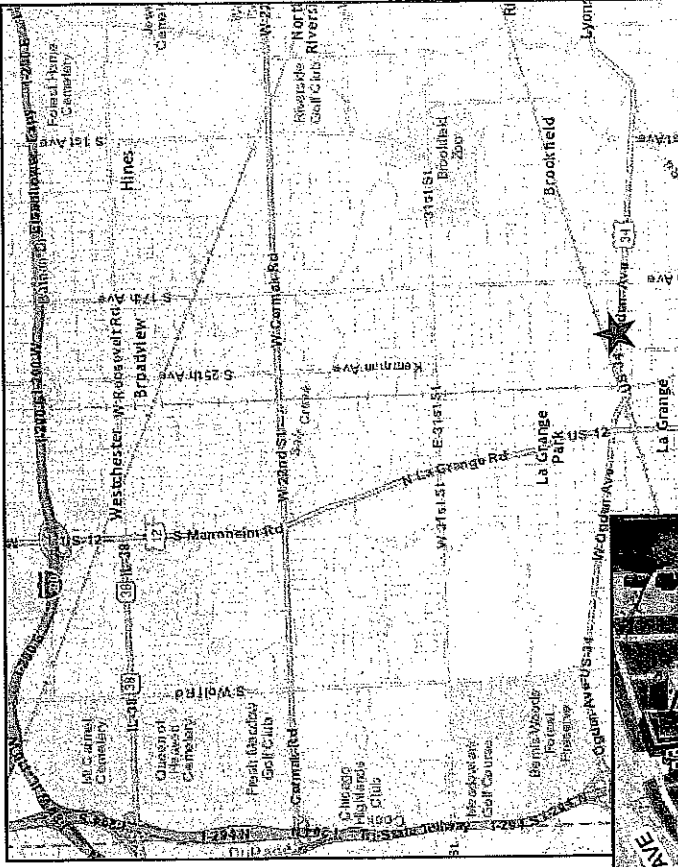
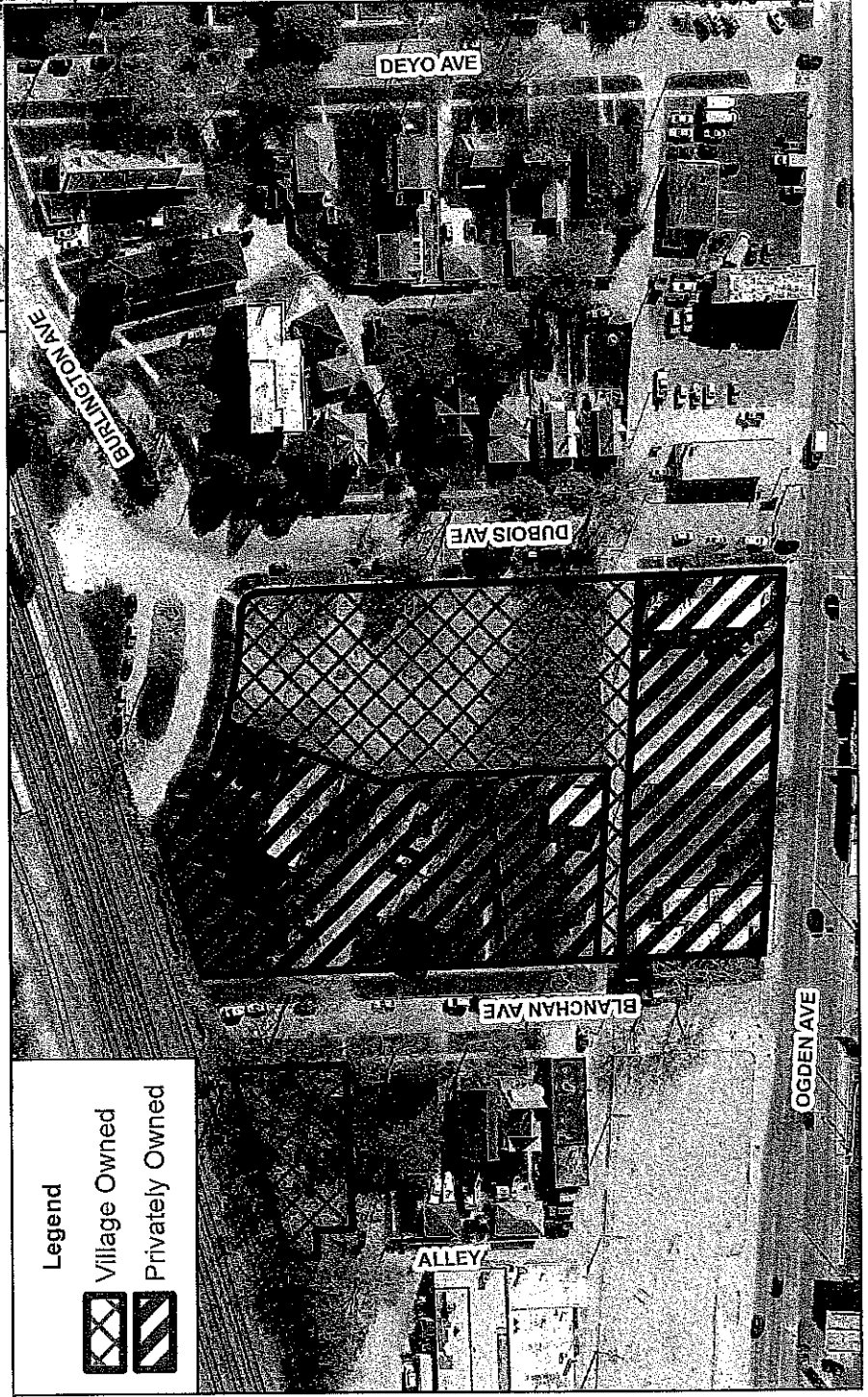
Description of Site A

Ogden Avenue Available for Development

9500 Block of Ogden Ave.
 NW Corner of Ogden Ave. and DuBois Ave.
 Brookfield, IL

2.5 Acres with
 Commercial Development Potential

1 Acre is Village Owned



Site Information

C-1 General Commercial Zoned
 Average Daily Traffic: 25,900 vehicles
 0.1 miles from Metra Station
 5 miles from Eisenhower Expressway
 5 miles from Tri-State Tollway

For More Information Call:
 Nicholas Greifer, Director of
 Community and Economic Development
 Village of Brookfield, IL
 (708)485-1113

Preliminary - For Internal Use Only

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EXHIBIT B

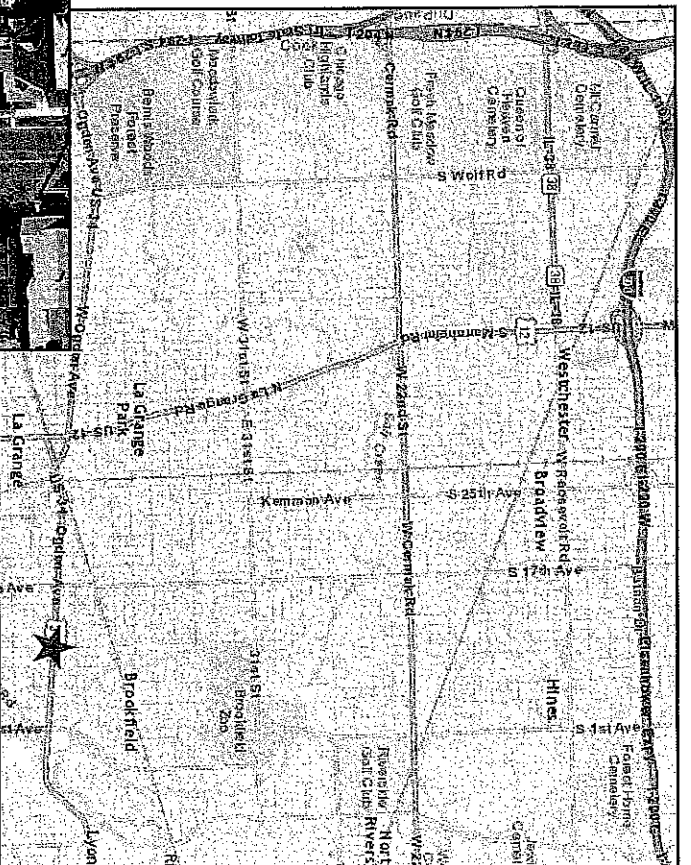
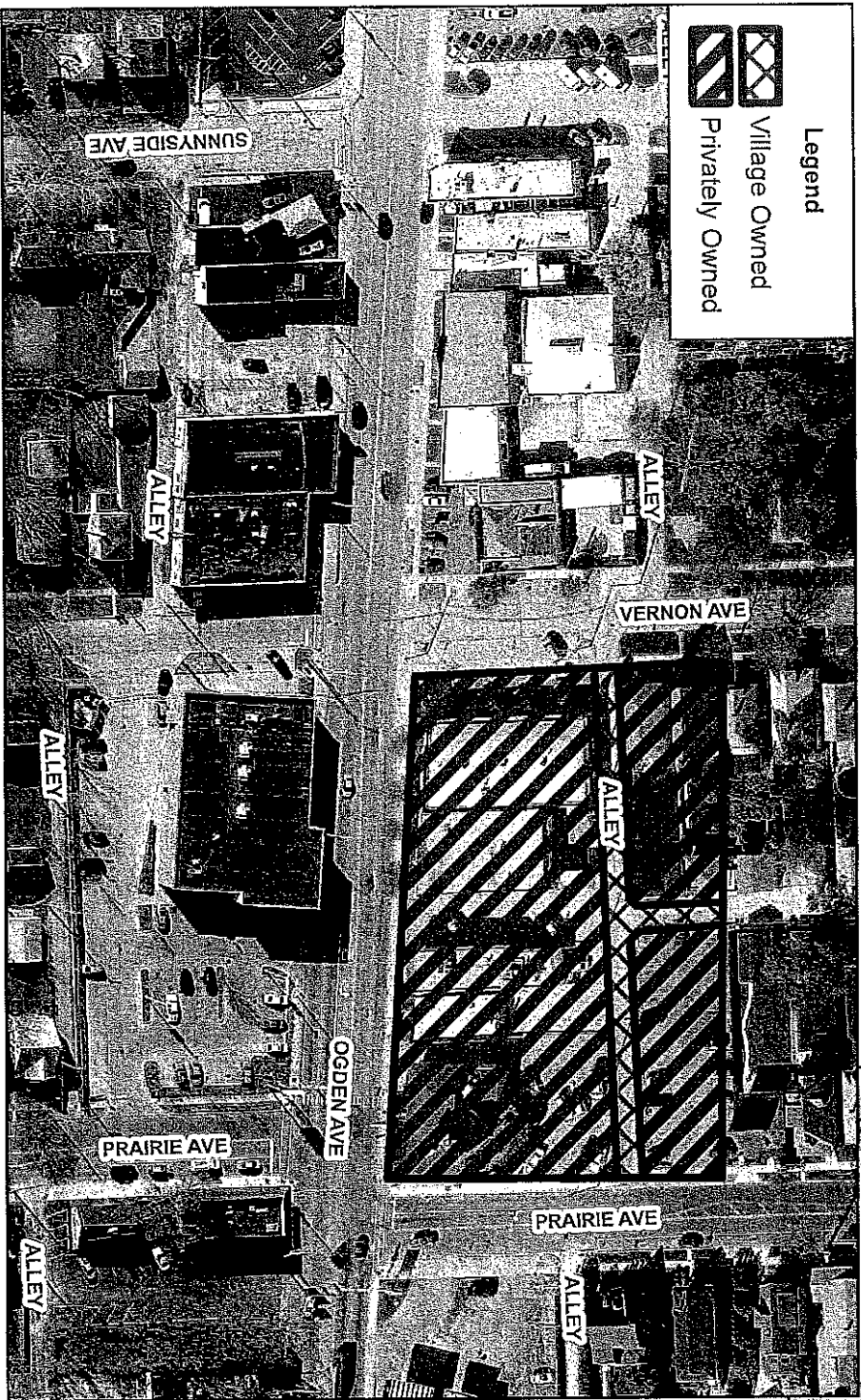
Description of Site B

Ogden Avenue Available for Development

8900 Block of Ogden Ave.
NW Corner of Ogden Ave. and Prairie Ave.
Brookfield, IL

1.62 Acres with
Commercial Development Potential

0.15 Acres are Village Owned



Site Information

C-1 General Commercial Zoned
Average Daily Traffic: 25,900 vehicles
0.5 miles from Metra Station
5 miles from Eisenhower Expressway
5 miles from Ill.-State Tollway

For More Information Call:
Nicholas Greifer, Director of
Community and Economic Development
Village of Brookfield, IL
(708)485-1113

Preliminary - For Internal Use Only

Service Layer Credits Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, TomTom, Mapbox, and the GIS User Community

EXHIBIT C

CERTIFICATION

The assurances hereinafter made by James R. Troutman on behalf of Troutman & Dams LLC. (the "Developer") are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the Preliminary Redevelopment Agreement with the Developer. The Village of Brookfield may terminate the Preliminary Redevelopment Agreement if it is later determined that the Developer rendered a false or erroneous assurance.

I, James R. Troutman, hereby certify that I am a manager of the Developer and as such hereby represent and warrant to the Village of Brookfield, a municipal corporation, that the Developer and its members or managers holding more than five percent (5%) of the outstanding ownership of the Developer and its officers are:

(A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

In addition, the Developer hereby represents and warrants to the Village of Brookfield, that:

(C) The Developer pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act") to the extent applicable, will provide a drug-free workplace by:

(1) Publishing a statement:

a. Notifying employees directly engaged in the performance of this Agreement that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in The Developer's workplace;

b. Specifying the actions that will be taken against employees directly engaged in the performance of this Agreement for violations of such prohibition;

c. Notifying the employee directly engaged in the performance of this Agreement that, as a condition of employment on such Agreement, the employee will:

i. Abide by the terms of the statement;

ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees directly engaged in the performance of this Agreement about:

- a. The dangers of drug abuse in the workplace;
- b. The Developer's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance program; and
- d. The penalties that may be imposed upon employees directly engaged in the performance of this Agreement for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee directly engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)e from an employee directly engaged in the performance of this Agreement or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug-abuse assistance or rehabilitation program by any employee directly engaged in the performance of this Agreement who is so convicted, as required by 30 ILCS 580/5;

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(D) The Developer has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(E) No Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of any interest in the Developer; or, if the Developer's stock is traded on a nationally recognized securities market, that no Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of more than one percent (1%) of the Developer, but if any Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of less than one percent (1%) of the Developer, then the Developer has disclosed to the Village of Brookfield in writing the name(s) of the holder of such interest.

(F) No officer or employee of the Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements

related to or attributable to the government employment or the official position of the employee or officer from the Developer in violation of Section 02-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois;

(G) The Developer has not given to any officer or employee of the Village of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 02-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois; and

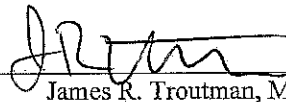
(H) Neither the Developer nor any of its principals, shareholders, members, managers, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that The Developer and its principals, shareholders, , partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Developer changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Developer shall so notify the Village of Brookfield in writing within seven (7) days.

Dated: July 29, 2015

Developer : Troutman & Dams LLC

By: _____



James R. Troutman, Manager

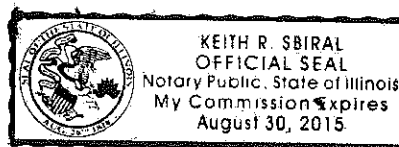
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that James R. Troutman, known to me to be a manager of the Developer appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: July 29, 2015



Notary Public



INDEPENDENT AUDITORS' REPORT

May 27, 2016

The Honorable Village President
Members of the Board of Trustees
Village of Brookfield, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Brookfield, Illinois, as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Brookfield, Illinois, as of December 31, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis as listed in the table of contents and budgetary information reported in the required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Brookfield, Illinois', basic financial statements. The introductory section, combining and individual fund financial statements and budgetary comparison schedules, supplemental schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual fund financial statements and budgetary comparison schedules and supplemental schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and budgetary comparison schedules and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

VILLAGE OF BROOKFIELD, ILLINOIS

Nonmajor Governmental Funds

**Combining Balance Sheet
December 31, 2015**

	Special Revenue		
	Motor Fuel Tax	Hotel/Motel Tax	Ogden Ave TIF
ASSETS			
Cash and Investments	\$ 656,638	65,369	65,820
Due from Other Governments	42,831	-	-
Prepays/Inventories	-	-	46,188
Total Assets	699,469	65,369	112,008
LIABILITIES			
Accounts Payable	-	-	87
Due to Other Funds	-	-	-
Total Liabilities	-	-	87
FUND BALANCES			
Nonspendable	-	-	46,188
Restricted	699,469	65,369	65,733
Assigned	-	-	-
Unassigned	-	-	-
Total Fund Balances	699,469	65,369	111,921
Total Liabilities and Fund Balances	699,469	65,369	112,008

Capital Projects				
Congress Park TIF	Foreign Fire Insurance	Equipment Replacement	Parks Project	Totals
-	26,605	77,135	-	891,567
-	-	-	257,000	299,831
285,000	-	-	-	331,188
285,000	26,605	77,135	257,000	1,522,586
87	-	-	1,220	1,394
1,709	-	-	249,865	251,574
1,796	-	-	251,085	252,968
285,000	-	-	-	331,188
-	26,605	-	-	857,176
-	-	77,135	5,915	83,050
(1,796)	-	-	-	(1,796)
283,204	26,605	77,135	5,915	1,269,618
285,000	26,605	77,135	257,000	1,522,586

VILLAGE OF BROOKFIELD, ILLINOIS

Nonmajor Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances For the Fiscal Year Ended December 31, 2015

	Special Revenue		
	Motor Fuel Tax	Hotel/Motel Tax	Ogden Ave TIF
Revenues			
Taxes	\$ -	13,318	-
Intergovernmental	463,962	-	-
Miscellaneous	-	-	-
Total Revenues	463,962	13,318	-
Expenditures			
General Government	-	-	-
Public Safety	-	-	-
Highways and Streets	276	-	10,931
Capital Outlay	-	-	-
Total Expenditures	276	-	10,931
Excess (Deficiency) of Revenues Over (Under) Expenditures	463,686	13,318	(10,931)
Other Financing Sources (Uses)			
Transfers In	-	-	-
Transfers Out	(500,000)	-	-
	(500,000)	-	-
Net Change in Fund Balances	(36,314)	13,318	(10,931)
Fund Balances - Beginning	735,783	52,051	122,852
Fund Balances - Ending	699,469	65,369	111,921

Congress Park TIF	Foreign Fire Insurance	Capital Projects		Totals
		Equipment Replacement	Parks Project	
-	20,133	-	-	33,451
-	-	-	-	463,962
5,765	-	-	-	5,765
5,765	20,133	-	-	503,178
-	-	-	23,467	23,467
-	13,219	-	-	13,219
443	-	-	-	11,650
-	-	-	6,477	6,477
443	13,219	-	29,944	54,813
5,322	6,914	-	(29,944)	448,365
-	-	-	30,000	30,000
-	-	-	-	(500,000)
-	-	-	30,000	(470,000)
5,322	6,914	-	56	(21,635)
277,882	19,691	77,135	5,859	1,291,253
283,204	26,605	77,135	5,915	1,269,618

VILLAGE OF BROOKFIELD, ILLINOIS

Ogden Avenue TIF - Special Revenue Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Taxes	\$ -	-	-
Expenditures			
Highways and Streets			
Contractual Services			
Professional Services	10,200	20,200	10,931
Net Change in Fund Balance	<u>(10,200)</u>	<u>(20,200)</u>	(10,931)
Fund Balance - Beginning			<u>122,852</u>
Fund Balance - Ending			<u>111,921</u>

VILLAGE OF BROOKFIELD, ILLINOIS

Congress Park TIF - Special Revenue Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015**

	Budget		Actual
	Original	Final	
Revenues			
Miscellaneous	\$ -	-	5,765
Expenditures			
Highways and Streets			
Contractual Services			
Professional Services	6,500	6,500	443
Net Change in Fund Balance	(6,500)	(6,500)	5,322
Fund Balance - Beginning			277,882
Fund Balance - Ending			283,204